<b>EQU</b>	IPMEN	T RENTAL AGF	REEMENT	ATTACHMENT "A"				
City of	Lincol	- Fleet Service	25	DATE		IGOV'T, BID NUMBER	IDEALER ACY	COUNTNUMBER
	6th St.			J		GOV 1. DID NOMBER	- IDOLLI I ACC	SOOKI NOMBEA
CITY 901 NO.	OLH SL.	STATE	ZIP CODE	LESSOR NAME & ADI	DRESS			
Lincoln	ļ	NE	68508	Murphy	Trac	tor & Equip. (	co.	
Area Code (40	2 ) 441-	7705		6310 N	o. 56	th St.		
NAME OF CONTACT  Jim Chi	les		PURCHASE ORDER NO.	Lincol	n, N	IE 68504		
EQUIPMENT WILL BE:	(County) ancaster	(City) Lincoln	(State)	NE109	LES	SEE WILL NOT REMOVE T		
	TOR ARE		s are Payable in Advar		quipme	nt Control	A Burgara	
RENTAL TERM  Begin Date: 11-01-	2006 Er	d	RENTAL IS: Hour \$3,475.00 Per:	Day Week	Month		MONAL CHARG	GES (Specify): \$
		A STATE OF THE PARTY OF THE PAR	DESCRIPTION OF REA	ITAL EQUIPME				
REFERENCE NO.	MODEL	DESCR	IPTION OF EQUIPMENT		PRODU	ICT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
2006	770D	John Deere Mot	or Grader		DW7	70DX602770	100	296,711.00
		A						
						TOTAL PRESENT	VALUE >	296,711,00
PURCHASER TYP Non-govern  S Small Fleet M Medium Fle L Large Fleet V Very Large I construction machines in the (owned, leased or rented for Government  2 Federal Govt. 3 State/Province 4 County 5 City/Town/Villa 6 Armed Forces	Imental (less than 10) et (10-24) (25-74) -leet (≥75) ropolled, off-road, e customer's fleet a months or ionger) tal	MARKET USE (check one) Agriculture  17 General Utility 13 Livestock/Feedlot/Dairy 15 Row Crop/Small Grain 16 Specialty Crop Building (stone ground struc/pad/to 42 Non-residential 47 Demolition Earthmoving (Site prep/pad/for 39 Residential 12 Land Improvement 78 Environmental Cleanup	84 Landfill/Refuse Material Handling 75 Asphalt/Concrete Pro 77 Brick, Clay, Stone, G	Iling	al & Lease ependent F Deere Dealer n Deere De d Building ige Constri hways & S hways & S	gate  Companies  Itental Company owned/controlled Rental Company allership  uction treets Construction treets Paving	82 Gas/Water, 43 Sewer and 81 Telephone Other 71 Airports 94 Golf Cours	elated Pipeline //Electric Util. Company d Water Systems company es Mowing r Maintenance
Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. The amount of any such loss or damage will be based on the value shown above, subject to the provisions of Paragraph 4 on the reverse side ereof. The Equipment will be transported to and from Lessor's place of business during her rental term at Lessee's expense. Lessee also agrees to pay any additional charges of the Equipment from the Lessor.  Is contemplated that the Equipment will be operated for not more than:  IND. OF HOURS IN ANY ONE WEEK! NO. OF HOURS IN ANY ONE WEEK! NO. OF HOURS IN ANY ONE MONTH  8  40  100  Lessee shall indemnify Lessor against all loss or damage to the Equipment, other than a total loss, will not abate or excuse the making of prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manner.  Lessee agrees to pay all operating and maintenance expenses while the Equipment is out of the Lessor's possession, and to make or secure any needed repairs. All repairs shall be at Lessee's expense, except to the extent that Lessor performs repairs and obtains compensation for doing so from the manufacturer. To the extent permitted by law, neither Lessor, its assigns, the wholesale distributor or the manufacturer will be paid at the time the Equipment is returned or, if the Equipment are the properties of the Equipment is of the Equipment is of the Equipment. Lessee shall indemnify Lessor against all loss or damage to the Equipment, other than a total loss, will not abate or excuse the making of prescribed rental payments. Lessee agrees to pay all operating and maintenance expenses while the Equipment is out of the same of the Equipment in a careful and prudent manner.  Lessee agrees to pay all operating and maintenance expenses while the Equipment of the Equipment or or promise as to the quality, performance or freedom from the value shown above. Damage to the Equipment in a careful and prudent manner.  Lessee sagrees to pay all operating an								
hour meter is furnishe good working condition the number of hours of If Lessee fails to retu	d, (1) Lessee agon at all times, if operation.  In the Equipmented at one and	grees to keep it connected to and (2) it will be used as the cent ent by the end of the rental one-half times the normal rei	the Equipment and in conclusive measure of term, Lessee will pay	Equipment is suita Lessee will return to wear and tear exc good condition up	ble for Le the Equip epted, by on its ret	y selected by Lessee and issee's purposes. ment to Lessor in as good the end of the rental term turn to Lessor and Lessor of regular shop rates.	condition as re . If the Equip	eceived, reasonable ment is not in such

Lessee assumes all risks and liability for and agrees to hold Lessor and its assigns harmless from all personal injuries and deaths, property damage, suits, claims (including third party claims), losses, expenses, costs, and attorney fees, arising from or in connection with the Lessee's use, possession, entrustment to others, or transportation of the Equipment. Lessee, at Lessee's own expense, will carry general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, unless greater liability limits are specified below.

PER OCCURRENCE LIMIT	AGGREGATE LIMIT
•	
essee agrees to furnish a certificate of insura	nce to Lessor's satisfaction evidencing
accade compliance with the foregoing requirement	

insured on the Lessee's general liability policy upon demand by Lessor.

Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided below or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and have a rental rate no greater than the rate for rental of the Equipment hereunder.

Upon or before the end of the rental term, Lessee may elect to purchase the Equipment for the "Total Present Value" specified on this Rental Agreement, and may apply to such purchase price\_ \_% of all rentals previously paid. An election to purchase will be evidenced by execution of a purchase order form supplied by Lessor.

## RMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF.

IFIO HEN AL AGI	KEEMEN IS SUBJECT O ALL OF THE TE				
LESSEE (Customer) - All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me.					
SIGNATURE	DATE				
DF-2119 Stock (6-02) Printed in U.S.A.					

LESSOR	(Dealer) - Th	e equipmen	t rented hereu	nder was se	t up, inspecte	ed and, if new
adjusted	according to	factory rec	nmendations	before delive	ery. Operation	and servicing
have been	rexplained to t	he Liessee.	1//			
	11 / 3		//	D /	m D.	21.00
	TOUR U		Luc-	JACK)	igr O'	37.00
SIGNATU	R	1		7-11111	DATE	

EQUIPN LESSEE NAME	MENT RENTAL	AGREEMENT	ATTACHMENT "B"					
City of Lin	coln - Fleet Ser	vices						
901 No. 6th	. C+		DATE	GOV'T. BID NUMBER	DEALER AC	COUNT NUMBER		
CITY OLD	STATE	ZIP CODE	LESSOR NAME & ADD	RESS				
Lincoln TELEPHONE	NE	68508	Murphy	Tractor & Equip.	Co.			
Area Code ( 402 )	441-7705		6310 No	. 56th St.				
NAME OF CONTACT		PURCHASE ORDER NO.	03.0					
Jim Chiles  EQUIPMENT (Cour	nty) (Cib	y) (State)	Lincoln COUNTY CODE					
WILL BE: USED AT: Lanca		incoln NE	NE109	LESSEE WILL NOT REMOVE LOCATION WITHOUT WRI	/E THE EQUIPME TTEN PERMISSI	ENT FROM THIS ON FROM LESSOR		
RENTAL TERM		Rentals are Payable in Advar	nce of Use of E					
Begin Date: 11-01-200	6 End 03-01-20	RENTAL IS: Hour   10   10   10   10   10   10   10   1	Day Week	MONTH GUARANTEED BY LESSEE  X \$	ADDITIONAL CHAR	., .,		
rate: II of 200	Date: 03 OI 20	DESCRIPTION OF REA	NTAL EQUIPME			\$ \$44.44.44.44.24		
REFERENCE NO. MO	DDEL	DESCRIPTION OF EQUIPMENT		PRODUCT IDENTIFICATION	NO. HOUR METER READING	PRESENT VALUE		
2005 77	2D John Deer	e Motor Grader		DW772DX596205	350	344,205.00		
				TOTAL PRESE	NT VALUE	344,205.00		
PURCHASER TYPE (chec Non-governmental	Agriculture	ne) Forestry  21 Harvesting 24 Log Loading & Hanc ot/Dairy 22 Reforestation/Site Pr Grain 23 Road Building & Mai	Mining 34 Coa diling 31 Meta	& Quarrying Mining Illic Mining	Undergr 50 Energy Ro 82 Gas/Water	ound elated Pipeline /Electric Util. Company d Water Systems		
M Medium Fleet (10-2	(4) 13 Livestock/Feedic	ort/Dairy 22 Reforestation/Site Pi Grain 23 Road Building & Mai 93 Landscaping	reparation 36 Stor	e / Aggregate cling Il & Lease Companies	43 Sewer an 81 Telephone Other	d Water Systems Company		
V Very Large Fleet (2) Fleet Size = number of self propelled construction machines in the custom owned, leased or rented for 3 month		Material Handling	96 Inde	pendent Rental Company Deere Dealer owned/controlled Rental Company	71 Airports 94 Golf Cours	es		
Governmental  2 Federal Govt.	41 Residential 47 Demolition Earthmoving (Site	75 Asphalt/Concrete Pn 77 Brick, Clay, Stone, G 85 Chemical Plant	rod97 Johr Blass <b>Roa</b> d	Deere Dealership Building	92 Highway 95 Light Dub 35 Oil Field 87 Parks	Mowing y Maintenance		
3 State/Province	39 Residential	61 Manufacturing & Ind 56 Port/Steve./Bulk Hd	Use 49 High	ge Construction ways & Streets Construction ways & Streets Paving	☐ 74 Railroads			
5 City/Town/Village 6 Armed Forces	12 Land Improveme 78 Environmental C	leanup 🔲 86 Steel Mill	67 Scraj	Handling	L 79 Cemeterie			
d with the rental payments	see the equipment identified ab s set out above. Rental payme	nts shall be made to Lessor at	out of Lessor's po-	nnify Lessor against all loss or ssession. The amount of any su love. Damage to the Equipment.	ich loss or dama	ge will be based on		
ereof. The Equipment will t	subject to the provisions of Pa be transported to and from Les	sor's place of business during	or excuse the mak	ng of prescribed rental payment careful and prudent manner.				
	expense. Lessee also agrees pre receiving the Equipment		Lessee agrees to	pay all operating and maintenant possession, and to make or se				
is contemplated that the E	quipment will be operated for n NO. OF HOURS IN ANY ONE WEEK	not more than:   NO. OF HOURS IN ANY ONE MONTH	shall be at Lessee	's expense, except to the exte tion for doing so from the manu	nt that Lessor pa	erforms repairs and		
8	40	100	law, neither Lessor,	its assigns, the wholesale distri romise as to the quality, perforr	butor or the manu	ıfacturer makes any		
	nal rental prorated at the appli ment is used in excess of suc		Equipment, and N	O IMPLIED WARRANTY OF Mosor, its assigns, the wholesale d	TERCHANTABILIT	Y OR FITNESS IS		
cess hours of use will be p	aid at the time the Equipment in days, on the first day of the m	s returned or, if the Equipment	liable for any incide performance or fail	lental or consequential damag ure of the Equipment. Lessee ac	es which may re knowledges that	esult from the use, the Equipment is of		
our meter is furnished, (1) I	Lessee agrees to keep it conne if times, and (2) it will be used	ected to the Equipment and in		capacity selected by Lessee and the control of the capacity selected by Lessee's purposes.	and that Lessee i	is satisfied that the		
e number of hours of opera	ation.		wear and tear exce	ne Equipment to Lessor in as go pted, by the end of the rental t	erm. If the Equip	ment is not in such		
ditional rental, prorated at	Equipment by the end of the one and one-half times the no			n its return to Lessor and Less Lessor's regular shop rates.	or elects to repai	r it, Lessee will pay		
e Equipment remains unret ssee assumes all risks and	liability for and agrees to hold L	essor and its assigns harmless	time during the ren	sor's option, replace the Equip tal term. Lessor will notify Less	ee if Lessor inter	nds to exercise this		
m all personal injurles and aims), losses, expenses, co	deaths, property damage, suit sts, and attorney fees, arising f	s, claims (including third party from or in connection with the	option, and Lessee exercise the purcha	will have three (3) business da se option provided below or re	ys following such turn the Equipme	notice in which to ent to Lessor. Upon		
ssee, at Lessee's own exp	entrustment to others, or tran ense, will carry general liability	sportation of the Equipment. insurance with limits of liability	return of the Equip parties will enter into	ment to Lessor, the rental term o a new original Rental Agreeme	hereunder shall nt covering the re	terminate, and the placement machine.		
	occurrence and \$1,000,000 ag			greement shall extend, at a minir				

Lessee agrees to furnish a certificate of insurance to Lessor's satisfaction evidencing Lessee's compliance with the foregoing requirement and name the Lessor as an additional insured on the Lessee's general liability policy upon demand by Lessor.

AGGREGATE LIMIT

parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and have a rental rate no greater than the rate for rental of the Equipment hereunder.

Upon or before the end of the rental term, Lessee may elect to purchase the Equipment for the "Total Present Value" specified on this Rental Agreement, and may apply to such purchase price\_\_\_\_\_\_\_% of all rentals previously paid. An election to purchase will be evidenced by execution of a purchase order form supplied by Lessor.

## THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF.

LESSEE (Customer) - All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me.					
SIGNATURE	DATE				
DF-2119 Stock (6-02) Printed in U.S.A.					

LESSOR	(Dealer) -	The	едиіри	rent`	rented	hereu	nder	wa	s set	up,	inspecte	d and	1, if	nev
adjusted	agcording	to t	actory	recon	rmend	ations	bef	ore	deliver	y. (	Operation	and	serv	icinç
have been	n explained	to the	e Lessee	1	,									
1 &	1 /	1_/	1 4				- 1	A 4	k					1

Branch Mgr 8.31.06 SIGNATURE

limits are specified below.

PER OCCURRENCE LIMIT

EQU LESSEE NAME	IIPMEN	T RENTAL AG	ATTACHMENT "C"						
	of Linco	oln - Fleet Serv	ices	DATE		GOVT. BID NUMBER		115EAL (115 A77)	COUNT NUMBER
	10 6+h 0	• <del>• • • • • • • • • • • • • • • • • • </del>		UNIL		GOV 1. BID NOWBEN		DEALER ACC	JOURI NUMBER
CITY SUL N	lo. 6th S	STATE	ZIP CODE	LESSOR NAME & ADI	DRESS				
<u>Linco</u>	<u>ln</u>	NE	68508	Murphy	Tract	or & Equip.	Co.		
Area Code ( 4	02 ) 441	-7705		6310 No	. 56t	h St.			
NAME OF CONTACT  Jim C	hiles		PURCHASE ORDER NO.	Lincoln	, NE	68504			
EQUIPMENT WILL BE:	(County)	(City) <b>Lincoln</b>	(State)	COUNTY CODE NE109		SEE WILL NOT REMO			
	Manager		als are Payable in Advar		1 .			T. C. W. Colo	SWITHOW ELOGOIC
RENTAL TERM Begin Date: 11–01–	.2006 E	ind ate: 03-01-2007	RENTAL IS: Hour S 3,395.00 Per:	Day Week	Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$	ADDM	IONAL CHARG	SES (Specify):
Date: 11-01-		ate: 05 01 2007	DESCRIPTION OF REN	ITAL EQUIPME			22, 1, 1, 2		
REFERENCE NO.	MODEL	DESC	CRIPTION OF EQUIPMENT		PRODU	CT IDENTIFICATION	NO. H	IOUR METER READING	PRESENT VALUE
2006	672D	John Deere Mo	tor Grader		DW672	2DX603379		300	296,623.00
						TOTAL PRES	FNT \	/ΔΙΙΙΕ <b>b</b>	296,623.00
PURCHASER TY		MARKET USE (check one)	Forestry	Minin	g & Quarry			Undergr	ound
	t (less than 10)	Agriculture  17 General Utility	21 Harvesting 24 Log Loading & Hand 22 Reforestation/Site Pr	lling 34 Cor	al Mining taillic Mining ne / Aggreg	1	H	R2 GacAMater	elated Pipeline /Electric Util. Company d Water Systems
M Medium Fi	t (25-74)	13 Livestock/Feedlot/Dairy 15 Row Crop/Small Grain 16 Specialty Crop	so <b>Landscaping</b>	Rec	ycling	Companies	$\Box$	81 Telephone Other	: Company
V Very Large Fleet Size = number of self construction machines in the	propelled, off-road,	Building (above ground struc/pa				ental Company owned/controlled Rental Company	$\Box$	71 Airports 94 Golf Cours	25
owned, leased or rented fo Governmen	or 3 months or longer,	47 Demolition	75 Asphalt/Concrete Pr 77 Brick, Clay, Stone, G	oa 🗀 97 Joh	n Deere De d Buildina	alership		92 Highway N 95 Light Duty	
2 Federal Govt 3 State/Province		Earthmoving (Site prep/pad 40 Non-residential	61 Manufacturing & Ind	10 00	ige Constru	ection reets Construction		35 Oil Field 1 37 Parks	
4 County 5 City/Town/Vill 6 Armed Force		39 Residential 12 Land Improvement 78 Environmental Cleanup	76 Sand & Gravel/Stone	ո ⊑:Ե≀ ⊓։Մ	hways & St p Handling	reets Paving		74 Railroads 79 Cemeterie	s
essor hereby leases	to Lessee the	equipment identified above ("	Equipment") for the term			sor against all loss or			
		t above. Rental payments sh to the provisions of Paragra		the value shown a	bove. Dar	The amount of any s nage to the Equipmen	t, othe	r than a tota	l loss, will not abate
		ported to and from Lessor's e. Lessee also agrees to pay				escribed rental paymer and prudent manner.	nts. Le:	ssee agrees	to use and care for
oted above upon	or before rece	iving the Equipment from	the Lessor.			perating and maintena sion, and to make or s			
is contemplated that one of hours in any one	at the Equipmer	nt will be operated for not mo	re than: F HOURS IN ANY ONE MONTH	shall be at Lesse	e's expen	se, except to the ext doing so from the mar	ent tha	at Lessor pe	erforms repairs and
8		40	100	law, neither Lesso	r, its assig	ns, the wholesale distr s to the quality, perfor	ributor	or the manu	ifacturer makes any
		tal prorated at the applicable	daily, weekly or monthly	Equipment, and I	no impli	S to the quality, perior ED WARRANTY OF I ssigns, the wholesale	MERCI	HANTABILIT	Y OR FITNESS IS
te for each hour the cess hours of use v	e Equipment is vill be paid at th	used in excess of such time ne time the Equipment is return	e. The additional rent for rned or, if the Equipment	liable for any inci	idental or	consequential dama	ges wi	hich may re	sult from the use,
leased for more that	an thirty days, c	on the first day of the month	following such use. If an	a size, design and	d capacity	Equipment. Lessee a selected by Lessee			
od working conditi	on at all times,	agrees to keep it connected to and (2) it will be used as the		Equipment is suita		ssee's purposes. ment to Lessor in as g	ood co	ndition as re	eceived reasonable
e number of hours of	•	east by the and of the roots	t &	wear and tear exc	epted, by	the end of the rental	term, i	If the Equip	ment is not in such

issee falls to return the Equipment by the end of the rental term, Lessee will pay additional rental, prorated at one and one-half times the normal rental, for each day that the Equipment remains unreturned.

Lessee assumes all risks and liability for and agrees to hold Lessor and its assigns harmless from all personal injuries and deaths, property damage, suits, claims (including third party claims), losses, expenses, costs, and attorney fees, arising from or in connection with the Lessee's use, possession, entrustment to others, or transportation of the Equipment. Lessee, at Lessee's own expense, will carry general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, unless greater liability limits are specified below.

PER OCCURRENCE LIMIT   AGGREGATE	rr 2m2+8+++					
1						
Lessee agrees to furnish a certificate of insurance to Lessor's satisfact	tion evidencina					
Lesson agree to remain a control of model of model of the control	eridersering					
Lessee's compliance with the foregoing requirement and name the Lessor	as an additional					
nsured on the Lessee's general liability policy upon demand by Lessor,						

good condition upon its return to Lessor and Lessor elects to repair it, Lessee will pay for such repairs at Lessor's regular shop rates.

Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided below or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and have a rental rate no greater than the rate for rental of the Equipment hereunder.

Upon or before the end of the rental term, Lessee may elect to purchase the Equipment for the "Total Present Value" specified on this Rental Agreement, and may apply to such purchase price \_\_\_\_\_\_% of all rentals previously paid. An election to purchase will be evidenced by execution of a purchase order form supplied by Lessor.

## IMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF.

SSEE (Customer) - All new equipment rented hereunder was received with Operator's anuals, and operation and servicing have been explained to me.  GNATURE  DATE	
SIGNATURE	DATE
DF-2119 Stock (6-02) Printed in U.S.A.	

Ĺ	ESSO	R (Dealer), -	The equipment	rented hereunder was	set up, inspected	and, if new
ĺã	diuste	ed ∡accordinae	to faction) reco	mmendations before o	lelivery. Operation ar	nd servicing
ļr	ave b	nan explained	to the Lessee.			
	į		2 1 1/	A M	0 >	1.06
				- Smuch MA	1c (1)	
	SIGN	TURE	7		DATE	
	SIGNA	TURE		- Giano-Ting		